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#### Contract Database Metadata Elements

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INS 19268

Agreement

between

the City of North Tonawanda

and

the Office and Professional Employees International Union  
AFL-CIO & CLC  
and its Affiliated Local Union No. 212

September 16, 2002

**RECEIVED**

JUN 20 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

to

December 31, 2006



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NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

WHEREAS, the City of North Tonawanda, New York (hereinafter called "Employer"), acting pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law), has recognized the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (hereinafter called "OPEIU") as the exclusive representative, for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees in the following single negotiating unit:

Included: City Accountant  
City Assessor  
Deputy City Clerk  
City Engineer  
Director of Youth, Recreation, & Parks  
Director of Emergency Management  
Superintendent of Water  
Superintendent of Wastewater Facilities  
Building Inspector  
Code Enforcement Officer/ Plumbing Inspector  
Fire Chief  
Superintendent of Public Works  
Assistant Superintendent of Public Works

WHEREAS, the Employer and the OPEIU desire to promote harmonious relations between them, establish an equitable and peaceful procedure for the resolution of differences, and establish the terms and conditions of employment of the employees in the aforesaid negotiating unit:

NOW, THEREFORE, the Employer and the OPEIU agree as follows:

1. General

1.1 Coverage

1.1.1 This Agreement covers each person who is at any given: time, an incumbent (including a probationary or provisional incumbent) in any of the positions included in the above-described negotiating unit.

## 1.2 Term and Modification

1.2.1 The term of this agreement begins at 12:01 A.M. on September 16, 2002 and continues until midnight on December 31, 2006.

## 1.3 Interpretation

1.3.1 Hourly rates for employees are to be calculated in the following manner: for employees who normally work 40 hours per week, their annual salary shall be divided by 2080 hours; for employees who normally work 35 hours per week their annual salary shall be divided by 1820 hours, for employees who work 17.5 hours per week their annual salary shall be divided by 910 hours.

## 1.4 Impact Bargaining

1.4.1 Any bargaining unit position that is subject to change during the lifetime of this contract shall be negotiated between the OPEIU and the City as to the impact of the change on the position relative to the terms and conditions of employment as contained in this Agreement. The OPEIU shall be given a minimum of 30 days prior notice of any such change by the City Attorney. If OPEIU believes the City Attorney has failed to notify OPEIU of any such change it may advise the City Attorney of such in writing.

## 1.5 Maintenance of Standards

1.5.1 No clause in this agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer. No union members shall, as a result of the execution of this agreement, suffer the loss or reduction of any benefit now being enjoyed by them unless such benefit has been adjusted in the agreement.

## 2. OPEIU – EMPLOYER RELATIONS

### 2.1 OPEIU Representation and Activity

2.1.1 The Employer shall permit a non-employee representative of the OPEIU to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee the OPEIU representative shall make his presence and purpose of his visit known to the City Attorney. The OPEIU representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

2.1.2 For the purpose of investigation and processing grievances in the unit, the City recognizes the Union's right to appoint one (1) Chief Steward and one (1) Assistant Steward from amongst the unit membership.

2.1.3 The Steward(s) may investigate grievances arising among unit members and present them to the City Attorney, acting on behalf of the Employer, without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay.

2.1.4 No OPEIU meeting shall be held on Employer's property at any time, except if the Employer consents thereto in writing.

## 2.2 Agency Shop

2.2.1 The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each employee who is a member of the bargaining unit herein above defined that is not a member of the union shall be liable to contribute to the said union as representative costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of the OPEIU. The City agrees to deduct an amount equal to the normal monthly dues paid by members of the OPEIU from the earnings of said employees so covered by this agreement.

## 2.3 Collective Negotiations

2.3.1 It is agreed that all matters relating to wages, salaries, hours, and terms and conditions of employment between the OPEIU and the City beginning September 16, 2002, have been negotiated as indicated in this contract, that there shall be no further consideration of such matters for the period September 16, 2002 – December 31, 2006, as provided herein, and that all demands, requests, suggestions or other indication of change in salaries, wages, and other terms and conditions of employment have been withdrawn by both parties. It is further agreed that any request on the part of either party to renegotiate any condition of this Agreement in contravention of the foregoing provision shall not be an item on which the other party is required to negotiate.

2.3.2 It is agreed that any provision of this Agreement which is or in the future may be found to be in violation of applicable statutes or regulations having the force of law is null, void, and unenforceable. It is agreed that such voiding of a provision of this Agreement applies only to such provision and does not affect the validity of the remainder of the Agreement, which shall remain in full force and effect.

2.3.3 It is understood that negotiations of a contract governing the fiscal year beginning January 1, 2007 may begin on or after July 1, 2006, at the request of either party. It is understood and agreed that as a condition of good faith negotiations, either party may be required to meet at least once a month until October 2006, when either party may be required to meet at least twice monthly until negotiations are concluded.

2.3.4 It is agreed that in the event that negotiations may be declared to be in impasse in accordance with the provisions of the Public Employees Fair Employment Act of 1967, and the regulations of the Public Employment Relations Board, the provisions of the Act and the procedures of the Public Employment Relations Board may be called upon for assistance in the resolution of the impasse by either

party.

## 2.4 Management Rights

2.4.1 Except as expressly limited by other provisions of this agreement and applicable law, the City possesses the sole right to operate City government and all its authority, rights and responsibilities are retained. The OPEIU recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights: to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; the right to determine the mission, purposes, objectives and policies of the City; to direct all programs and operations of the City; to establish, maintain and/or alter work and schedules of work; to set hours of work; to determine new and/or change existing methods, facilities, means and number of personnel for the conduct of City programs and operations; to transfer employees from one job, classification, or assignment to another; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to subcontract work; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force; to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property and to take whatever action is necessary to carry out the functions of the City. The Employer recognizes that it may not exercise its rights, referred to in this paragraph, in such a way as to violate any of the express provisions of this Agreement.

## 3. Grievance Procedure

### 3.1 Declaration of Purpose

3.1.1 It is the purpose of this procedure to provide, at the lowest possible administrative level, equitable solutions to alleged grievance of member of the negotiating unit.

### 3.2 Definitions

3.2.1 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation of any provision of this Agreement.

The term Department Head shall mean any administrative or supervisory officer immediately responsible for the area in which alleged grievance arises.

The Mayor is the Mayor of the City of North Tonawanda.

The Common Council is the Common Council of the City of North Tonawanda.

Union shall mean the Officers and Professional Employees International Union or any other legally

authorized bargaining agent during the term of this contract.

Grievant shall mean any person in the negotiating unit represented by the Union.

Grievance Committee is the committee created and constituted by the Union, or a representative so designated.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Aggrieved Party shall be any person or group of persons in the negotiating unit presenting a grievance or complaint or any group of persons having identical complaints except that the Union can be the aggrieved party in situations in which only the Union alleges a grievance and the rights of individuals are not involved. The employer, acting through the City Attorney, may also be an aggrieved party.

City Attorney shall be the City Attorney of the City of North Tonawanda and shall be considered a committee of the Common Council for the purpose of administering this agreement.

Working Day shall mean Monday through Friday inclusive, excluding holidays.

### 3.3 Procedures

3.3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the party.

3.3.2 Except for decisions at Stage 1(A) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Grievant and the Union.

3.3.3 The Employer agrees that it shall facilitate any investigation that may be required and shall make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records concerning the alleged grievance. Such materials, documents, communications and records shall, at the same time, be available to the Grievance Committee in any case in which the Union does not represent the aggrieved party in the alleged grievance.

3.3.4 Except as otherwise provided in Section 3, paragraph 3.5.1, a party alleging grievance shall have the right to all stages of a grievance beyond 1A, to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.3.5 Forms for filing grievances shall be attached hereto as Appendix A. Grievance forms shall be provided by the employer. The lack of availability of forms shall not delay the processing of any grievance.



3.3.6 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.3.7 Nothing contained herein shall be construed as limiting the right of any Grievant having a grievance to discuss the matter informally with the City Attorney and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, the Union has been given due notice by the Grievant and an opportunity to be present at such adjustment and to state its views on the grievance. In the event any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.3.8 Every Grievant who has the right to bring a grievance hereunder has the right to be represented by a member of the Grievance Committee.

3.3.9 The Union's Grievance Committee shall be entitled to at least two working days advance notice from the City Attorney of all hearings on all grievances commencing with Stage IB and at all subsequent stages of a grievance. Such notice shall include copies of all documents in the possession of the City Attorney and the Union shall be entitled to be present at the hearing.

3.3.10 No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the Common Council, the Mayor and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.3.11 Any and all notices, which this grievance procedure requires to be given to the Employer, may be delivered to the City Attorney or, in his absence, to the person then in charge of his office.

### 3.4 Time Limits

3.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

3.4.2 Grievances shall be initiated at the first available stage within ten (10) working days after the Grievant actually knows of, or should have known of the act or condition on which the grievance is based.

3.4.3 Failure at any stage of the grievance procedure to communicate a decision to the President of the Union, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within ten (10) working days after the expiration of the period which would have been allotted had the decision been communicated by the final day.

3.4.4 In the event that the aggrieved party and the City Attorney agree that actions and/or alleged violation of rights originated with the City Attorney, the aggrieved party shall initiate all provisions at Stage 1B directly with the City's Grievance Committee, in which case the time limits set forth in this section shall apply.

### 3.5 Stages of the Grievance Procedure

3.5.1 Stage 1A: City Attorney – Informal – A Grievant having a grievance shall discuss it with the City Attorney, if appropriate, either individually or accompanied by a representative with the objective of resolving the matter informally. The City Attorney shall confer with all parties in interest but, in arriving at his decision, shall not consider any material or statements offered by or, on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present.

3.5.2 Stage 1B: City's Grievance Committee – If the informal process cannot resolve the issue to all parties satisfaction and the aggrieved party wishes to proceed further under this grievance procedure, the unit member or his representative shall, within fifteen (15) working days, file a written grievance with the City's Grievance Committee. Within two (2) working days after receipt of the appeal, the City's Grievance Committee, or its duly authorized representative, shall set a date for a hearing and notify the Grievant and the Union's Grievance Committee, and all other parties in interest of said date and hearings shall be commenced within five (5) working days after receipt of the grievance by the City's Grievance Committee. The City's Grievance Committee shall render a decision in writing to the aggrieved party, his representative, and the Union's Grievance Committee within ten (10) working days after the conclusion of the hearing.

3.5.3.1 Stage 2: Arbitration – If an aggrieved party represented by the Union and the Union are not satisfied with the decision at Stage 1 and the Union determines that the grievance is meritorious, the Grievance Committee of the Union may submit the grievance to arbitration by written notice to the City Attorney within fifteen (15) working days of the decision at Stage 1B.

3.5.3.2 Within five (5) working days after such written notice of submission to arbitration, the City or the Union, whichever is the aggrieved party, shall call upon the Federal Mediation and Conciliation Association to furnish an arbitrator. The parties shall then be bound by the rules and procedures of the Federal Mediation and Conciliation Association in the selection of an arbitrator.

3.5.3.3 The selected arbitrator shall hear the matter promptly, and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues.

3.5.3.4 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

3.5.3.5 The decision of the arbitrator shall be binding with respect to the grievance.

3.5.3.6 The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the City and the Union.

### 3.6 Attendance at Grievance Meetings or Hearings

3.6.1 When grievance meetings or hearings are held during the workday, one representative of the bargaining unit shall be permitted to be present at such meetings or hearings without loss of pay, and such attendance shall not be deducted from any Union business leave days allotted by this contract.

3.6.2 The arbitration proceedings shall be conducted in private and may be attended only by the arbitrator, a stenographic reporter, representatives and counsel of the parties, the Grievant or Grievants and witnesses.

3.6.3 No public statement shall be made concerning any matter which is the subject of a grievance or an arbitration by either party, by the representatives of either party, or by any employee provided, however, that when a grievance has been satisfied or when an arbitration award has been made the parties jointly may issue a written public statement, signed by a representative of each party, containing brief descriptions of the nature of the grievance, the persons involved, and the nature of the satisfaction of the grievance or of the arbitration award.

## 4. OPEIU Obligations

### 4.1 No Strike Pledge

4.1.1 The officers of the OPEIU assert that they are fully familiar with the provisions of the Public Employees Fair Employment Act of 1967 with respect to strikes by public employees, and that on behalf of the Union, they absolutely and unconditionally renounce the right of the Union as an organization or individual members of the organization as individuals to strike against any government, to assist or participate in a strike against any government, or to impose an obligation to conduct, assist, or participate in a strike against any government.

### 4.2 No Discrimination

4.2.1 The Union agrees to maintain its eligibility to represent the above-named employees by continuing to admit to membership all employees without discrimination with regard to race, color, creed, or national origin, and affirms that the requirements for admission to membership applicable statutes, and regulations have the force of law. Are otherwise not in conflict with the requirements of the Public Employees Fair Employment Act of 1967, other applicable statutes, and regulations having the force of law.

### 4.3 Obligations as Managerial or Confidential Employees

4.3.1 No employee represented by the Union shall be permitted or required to act as a "managerial or

confidential" employee as those terms are defined in Paragraph 7(A) of Section 201 of Article XIV of the New York State Civil Service Law. However, they may be called upon by the Mayor or Common Council as resource persons, to assist its negotiators in connection with negotiations with other groups of employees.

## 5. Employment and Seniority

### 5.1 Probation

5.1.1 An employee is on probation for a period of not less than eight (8) nor more than twenty-six (26) weeks which begins on his latest date of permanent appointment.

5.1.2 Every interdepartmental promotion or transfer shall be for a probationary term of twelve (12) weeks.

5.1.3 At any time during such probationary term the employee shall have the right to return to his previous position at his own election.

5.1.4 If the conduct or performance of the probationer is not satisfactory, he shall be restored to his former permanent position at the end of his probationary term.

5.1.5 If an employee on probation is disciplined or discharged, the Employer is not required to assign a reason therefore and the discipline or discharge cannot be made the subject of a grievance or arbitration. This paragraph applies only in the case of a newly hired employee.

### 5.2 Acquisition of Seniority

5.2.1 "Seniority" means the length of an employee's continuous service within a position which has become or is covered by the North Tonawanda Office and Professional Employees International Union bargaining unit from the latest date of his/her permanent hire to the date he/she loses seniority, including both such dates. An employee while he/she is on probation does not have any seniority, but he/she acquires seniority on the day following his/her last day of probation and his/her seniority date would go back to his date of hire.

5.2.2 As used in paragraph 5.2.1, continuous service includes only those periods when an employee is on the Employers' active payroll and those periods when the employee is:

- 1) on leave of absence
- 2) on layoff,
- 3) on active duty with the United States Armed Forces or the National Guard,
- 4) absent from, and unable to perform the duties of, his position by reason of a disability

- 5) resulting from occupational injury or disease, and such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

5.2.3 If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the Common Council or hiring official.

### 5.3 Adjustments in Force

5.3.1 Reductions in the number of positions in any competitive class classification and increases in the number of positions in any such classification, while there are employees who have been demoted (other than for cause) or laid off from that classification, shall be made in accordance with the applicable provisions of the Civil Service Law.

5.3.2 An employee in the competitive class may displace an employee in the non-competitive or labor class, provided:

- a) the more senior employee has exhausted all his options regarding the displacement of competitive class employees under the Civil Service Law,
- b) the more senior employee seeking to displace the less senior employee once held the position of the less senior employee, and
- c) the more senior employee remains qualified to perform the duties of the less senior employee in the noncompetitive or labor class, and
- d) provided, these rights shall not be abused by either party.

5.3.3 In the event that the Employer determines that for fiscal or other legitimate reasons, the number of employees in a unit position(s) shall be reduced, consideration shall be given to continuing the employment of the person whose position has been reduced to another or new bargaining unit position.

5.3.4 A notice of recall shall be sent to an employee on layoff by registered or certified mail or by telegram addressed to him at his most recent address on the Employer's records.

5.3.5 The Employer shall not contract out work normally performed by employees in the negotiating unit if to do so would result in the elimination of any position in the negotiating unit.

### 5.4 Vacancies

5.4.1 Whenever a job opening occurs other than a temporary opening defined below, in any existing

job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be delivered to every OPEIU member stating the job classification, rate of pay, and nature of the job requirements in order to qualify. The form attached to this contract as Appendix B shall be used for posting positions. The delivery of such notices to the members and within the proper time limits shall be the responsibility of the union, provided that such notices are delivered to the union no later than two days prior to the posting time indicated thereon. Such posting shall be for a period of five (5) work days prior to the final date for submitting applications. Such posting period shall be listed on such notice. Appendix B is hereby incorporated into this section and into this Agreement. The Employer shall provide suitable space where the Union may install, at the Union's expense, a bulletin board for Union business in City Hall.

5.4.2 The job openings for permanent vacancies shall be filled from among those OPEIU members applying, who meet the standards of the job requirements, except that if there is more than one (1) applicant so qualified, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority, first within the department, second within the North Tonawanda OPEIU bargaining unit. The following is a list of departments of the City as defined for this agreement:

- Accounting Department
- Assessor's Office
- Building Inspection Department
- City Clerk's Office
- City Engineer's Office
- Code Enforcement/Plumbing Inspector's Office
- Emergency Management Office
- Fire Department
- Office of Youth, Recreation, and Parks
- Public Works Department
- Water Department
- Wastewater Facilities

5.4.3 A temporary vacancy is hereby defined as a vacancy which occurs in a permanent job as a direct result of a temporary absence of an employee due to illness, injury, vacation, leave of absence, personal leave, compensation leave, jury duty, bereavement, etc, and considered to be of at least one day in duration, and shall be filled in accordance with Civil Service requirements for parity work or temporary appointments and also applying the same seniority provisions found in paragraph 5.4.2.

## 5.5 Assignments

5.5.1 Except for promotions as provided in Section 5.3 of this Agreement, all other assignments shall be at the discretion of the Common Council. If an employee is transferred by the Common Council from one assignment to another, he shall furnish to the employee a written statement of the specific reason or reasons for the transfer if the employee requests in writing that such a statement be furnished. Both the request and a copy of the statement shall be placed in the employee's personnel file.

5.5.2 An employee who is temporarily assigned to perform the duties of a higher rated classification than his own, for a period of one or more days, shall be paid for all time assigned to the higher rated classification at one step above the lowest salary step in that classification which shall result in the employee's receiving higher compensation than that which he is then currently receiving.

5.5.3 When an employee is assigned to perform extra duties on a temporary or permanent basis, he/she shall be fairly compensated for additional work while he/she is performing it. To determine a fair compensation, the City and OPIEU shall meet and negotiate the increase in compensation prior to the employee performing his/her additional duties.

## 5.6 Discharge and Discipline

5.6.1 If there is just cause, the Employer may discharge or discipline an employee, subject to laws mandated by higher authority.

5.6.2 If an employee is discharged or suspended while he is working, he must be given an opportunity, if he requests it, to consult with a member of the Grievance Committee before he is required to leave the Employer's premises, unless his continued presence is likely to result in injury to himself, to others or to property. If the employee is a member of the Grievance Committee he can represent himself and only one Grievance Committee member at a time will be allowed release time without loss of pay to investigate grievances.

5.6.3 A written notice of each discharge and disciplinary action (other than verbal warning) containing a brief statement of the reasons therefore, must be given to the employee concerned at the time he is informed of the penalty imposed pursuant to such disciplinary action, if practicable but in any case not later than the fifth (5<sup>th</sup>) working day following the day on which the employee is notified of the penalty imposed. The employee must acknowledge receipt of the notice by signing the Employer's copy thereof, and if employee refuses to sign Employer shall note such refusal on his copy and on Grievance Committee Member's copy. A copy of each notice shall be given to the Grievance Committee Member as soon as possible, but in no event later than the fifth (5<sup>th</sup>) day after the employee is given notice.

## 6. Compensation

### 6.1.1 Salary Schedule

#### DEPARTMENT HEAD 2003 SALARY SCHEDULE

<u>POSITIONS</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
EMERGENCY MANAGEMENT	7,755	10,755	13,755	15,940	18,126	20,311
ASST SUPT OF PUBLIC WORKS	20.94 -43,734	46,734	49,734	51,919	54,105	56,291
CODE ENFORCEMENT / PLUMBING	44,964	47,964	50,964	53,150	55,336	57,521
BUILDING INSPECTOR	49,739	52,739	55,739	57,925	60,111	62,296
ASSESSOR	49,739	52,739	55,739	57,925	60,111	62,296
ACCOUNTANT	50,934	53,934	56,934	59,120	61,306	63,490
WASTEWATER SUPERINTENDENT	52,263	55,263	58,263	60,448	62,633	64,819
WATER SUPERINTENDENT	55,822	58,822	61,822	64,007	66,193	68,379
RECREATION DIRECTOR	57,489	60,489	63,489	65,675	67,861	70,046
PUBLIC WORKS SUPERINTENDENT	61,634	64,634	67,634	69,819	72,004	74,190
FIRE CHIEF	63,610	66,610	69,610	71,796	73,887	76,167
ENGINEER	75,150	78,150	81,150	83,335	85,520	87,706

30.95

#### DEPARTMENT HEAD 2004 SALARY SCHEDULE

<u>POSITIONS</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
EMERGENCY MANAGEMENT	7,755	10,755	13,755	15,940	18,126	20,311
ASST SUPT OF PUBLIC WORKS	21.49 -45046	48136	51226	53477	55728	57980
CODE ENFORCEMENT / PLUMBING	46313	49403	52493	54745	56996	59247
BUILDING INSPECTOR	51231	54321	57411	59663	61914	64165
ASSESSOR	51231	54321	57411	59663	61914	64165
ACCOUNTANT	52462	55552	58642	60894	63145	65395
WASTEWATER SUPERINTENDENT	53831	56921	60011	62261	64512	66764
WATER SUPERINTENDENT	57497	60587	63677	65927	68179	70430
RECREATION DIRECTOR	59214	62304	65394	67645	69897	72147
PUBLIC WORKS SUPERINTENDENT	63483	66573	69663	71914	74164	76416
FIRE CHIEF	65518	68608	71698	73950	76104	78452
ENGINEER	77405	80495	83585	85835	88086	90337



**DEPARTMENT HEAD 2005 SALARY SCHEDULE**

<u>POSITIONS</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
EMERGENCY MANAGEMENT	7,755	10,755	13,755	15,940	18,126	20,311
ASST SUPT OF PUBLIC WORKS	46397	49580	52763	55081	57400	59719
CODE ENFORCEMENT / PLUMBING	47702	50885	54068	56387	58706	61024
BUILDING INSPECTOR	52768	55951	59133	61453	63771	66090
ASSESSOR	52768	55951	59133	61453	63771	66090
ACCOUNTANT	54036	57219	60401	62721	65039	67357
WASTEWATER SUPERINTENDENT	55446	58629	61811	64129	66447	68767
WATER SUPERINTENDENT	59222	62405	65587	67905	70224	72543
RECREATION DIRECTOR	60990	64173	67356	69674	71994	74311
PUBLIC WORKS SUPERINTENDENT	65387	68570	71753	74071	76389	78708
FIRE CHIEF	67484	70666	73849	76169	78387	80806
ENGINEER	79727	82910	86093	88410	90729	93047

**DEPARTMENT HEAD 2006 SALARY SCHEDULE**

<u>POSITIONS</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
EMERGENCY MANAGEMENT	7,755	10,755	13,755	15,940	18,126	20,311
ASST SUPT OF PUBLIC WORKS	47789	51067	54346	56733	59122	61511
CODE ENFORCEMENT / PLUMBING	49133	52412	55690	58079	60467	62855
BUILDING INSPECTOR	54351	57630	60907	63297	65684	68073
ASSESSOR	54351	57630	60907	63297	65684	68073
ACCOUNTANT	55657	58936	62213	64603	66990	69378
WASTEWATER SUPERINTENDENT	57109	60388	63665	66053	68440	70830
WATER SUPERINTENDENT	60999	64277	67555	69942	72331	74719
RECREATION DIRECTOR	62820	66098	69377	71764	74154	76540
PUBLIC WORKS SUPERINTENDENT	67349	70627	73906	76293	78681	81069
FIRE CHIEF	69509	72786	76064	78454	80739	83230
ENGINEER	82119	85397	88676	91062	93451	95838

6.1.2 A new employee appointed hereafter to a classification set forth in paragraph 6.1.1 of this Agreement shall be placed at Step 1 of the applicable salary schedule, set forth in paragraph 6.1.1 of this Agreement, unless the employer places the employee at a higher step based upon the employee's skills, education and work experience and shall thereafter advance in accordance with the provisions of paragraph 6.1.4 of this Agreement.

6.1.3 An employee promoted hereafter to a classification in higher paid position set forth in paragraph 6.1.1 of this Agreement shall be placed at the lowest step of the higher-rated job Group which results in an increase for him and shall thereafter advance in accordance with paragraph 6.1.4 of this Agreement.

6.1.4 Any present employee in a classification set forth in paragraph 6.1.1 of this Agreement who is not at the highest step of the applicable salary schedule set forth in paragraph 6.1.1 of this Agreement, shall advance each year to the next step on his anniversary date of promotion into that position with the

City. Any new employee appointed hereafter in a classification set forth in paragraph 6.1.1 of this Agreement, and any employee promoted hereafter to a higher paid position set forth in paragraphs 6.1.1 of this Agreement, shall advance each year to the next higher step on the first day of his anniversary date of hire or promotion.

6.1.5 The third full pay period of each year, all salaried employees shall be paid their end of year adjustments from the previous year.

6.1.6 The City agrees that the salary schedules shown in Section 6.1.1 shall be adjusted upwards to match any increases for the years of 2005 and 2006 in excess of three percent (3%) per annum negotiated in any other labor bargaining agreements executed by the City.

6.1.7 Annual stipends will be paid to employees holding the following positions and in the following amounts in compensation for work preformed as described:

POSITION	WORK DESCRIPTION	ANNUAL STIPEND
CITY ACCOUNTANT	BUDGET OFFICER	\$1000.00
CITY ASSESSOR	BOARD OF ASSESSMENT REVIEW DIRECTOR	\$500.00
BUILDING INSPECTOR	ZONING/ PLANNING DIRECTOR	\$1,500.00
PLUMBING INSPECTOR	PLUMBING BOARD ADVISOR	\$500.00

6.1.8 Any employee in a classification set forth in paragraph 6.1.1 of this agreement on January 1, 1999 shall be compensated at the rate set forth for Step 2 of that classification retroactively to January 1, 1999 and shall advance one step each subsequent January 1<sup>st</sup>.

## 7. Holidays

### 7.1 Holidays Declared

7.1.1 Each of the days listed below is declared to be a holiday:

- (a) New Year's Day
- (b) President's Day
- (c) Good Friday
- \*(d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- \*(g) Columbus Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving Day
- (k) Christmas Day

(l) Employee's Birthday

\*Federally designated Monday is the celebration date. Veterans Day to be celebrated as a holiday on November 11.

Employee's birthday holiday to be taken on the day, or if operational needs do not permit, in the remainder of the year. If the holiday cannot be taken within this time frame, provisions of Section 7.2.3 shall apply.

In addition to the abovementioned holidays granted by the Employer, all the employees shall be entitled to any additional holiday or half-holiday that may be declared by the City Council or the administration.

7.1.2 Each of the days listed below is declared to be a half-holiday:

(a) Day before Christmas (December 24)

(b) Day before New Year's Day

7.1.3 Holidays shall be observed on the days on which they fall, provided that when one of these holidays falls on a Sunday the Monday following shall be observed as the holiday, and when such holiday falls on a Saturday, the preceding Friday shall be so observed.

7.2 Holiday Compensation

7.2.1 Insofar as the reasonable needs of an employee's department, as determined by the Common Council, may permit, an employee shall be granted a day or half day off without loss of pay on a holiday or half holiday, as the case may be.

7.2.2 An employee who is required to work or who is on his normal day off on a holiday shall receive a compensatory day off credit or half day off credit respectively for each such holiday or half holiday.

7.2.3 On the first pay day in December of each year employees shall be paid one day's pay or one half day's pay, as the case may be, for each compensatory day off credit or half credit which he has accumulated since the first pay day in December of the preceding calendar year, less any compensatory days off which the employee has received during that period.

## 8. Vacations

### 8.1 Definitions

8.1.1 "Vacation year" means the calendar year.

### 8.2 Vacation Allowed

8.2.1 An employee is entitled to the amount of vacation with: pay listed below opposite his number of continuous years of service with the employer shown below:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 year but less than 5 years	11 working days
5 years but less than 10 years	15 working days
10 years but less than 15 years	20 working days
15 years and less than 20 years	25 working days
20 years and over	30 working days

If an employee shall be entitled to an increased amount off vacation during the vacation year because he will complete more years of service, he may not take such increased amount of vacation until he has actually completed the required years of service. For each calendar week that an employee is on vacation, he shall be charged only with the number of working days for which he would normally be scheduled during that week.

8.2.2 Vacations may not be accumulated from year to year except in the following limited circumstances that preclude an employee from scheduling and using his vacation credits in the usual manner.

- (a) Sick leave of an employee on an extended basis.
- (b) Absence due to a Worker's Compensation injury.

If an employee was unable to take and use his vacation due to the circumstances described in either (a) or (b) after 180 days of such leave, or elects not to return to work, he shall be paid the full amount of vacation pay still owing to him.

8.2.3 If an employee is terminated, dies, resigns, or retires, before he has received all the vacation pay to which he is entitled during the vacation year in which he is terminated, dies resigns, or retires he shall at the time of his separation from employment, or not later than the first pay day thereafter, be paid the amount of vacation pay still owing to him.

8.2.4 If an employee is laid off before he has received all of the vacation pay to which he is entitled during the vacation year in which he starts on layoff, at his request he may be paid the amount of vacation

pay still owing to him at the time he is laid off or not later than the first pay day thereafter.

8.2.5 Employees serving in a provisional capacity shall be eligible for vacation according to the schedule in section 8.2.1.

8.2.6 In the event that vacations need be cancelled or remain unused the employee may:

(a) select a new vacation period.

(b) if such affected employee cannot reschedule his vacation, within the yearly period, he may schedule and use his vacation credits within an one hundred and eighty (180) day period from the beginning of the new year, or

(c) the employee may elect to be paid for all unused vacation credits on the first pay day in December in the year that such credits were to be used.

8.2.7 The vacation allowance stated above may be units of one day increments inasmuch as it does not interfere with the normal operations of the department.

8.2.8 Vacations in increments of five (5) or more consecutive days require notification to the Mayor's Office to include dates within a reasonable time period.

8.2.9 Employees shall be entitled to the option to "sell back" a maximum of five (5) days of unused vacation time. The sell back price shall be at the employee's rate of pay. Employees with twenty (20) or more years of service may "sell back" an additional five (5) days.

## 9. Sick Leave

### 9.1 Purpose of Sick Leave

9.1.1 The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay which he would otherwise incur because of absence from his position by reason of an injury or illness other than an occupational injury or disease. Sick leave with pay is not to be granted for any other purpose. Interpretations of the provisions of this Article 10 shall be consistent with the principles expressed in this paragraph. Sick leave can be used for an occupational illness or disease if the duration of same is less than seven (7) days, after which this injury, illness or disease becomes a compensable leave pursuant to the Worker's Compensation Law or State Law Section 207 (a).

### 9.2 Sick Leave Credits

9.2.1 For each month of service for the Employer, an employee hired prior to August 1, 1986 shall be credited with one and one half (1 ½) days of sick leave credit. An employee hired on or after August 1,

1986 shall be credited with one (1) day of sick leave credit. For purposes of this paragraph, a month of service is a month in which an employee has been on the Employer's active payroll for at least one full pay period. Active payroll does not include sick leave of more than ten (10) consecutive sick days in a month.

9.2.2 Sick Leave credits may be accumulated up to a maximum of 272 days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this Agreement.

9.2.3 Upon termination of employment, an employee, or his estate, shall be paid twenty percent (20%) of the present value of accumulated sick leave. To be eligible for said payment, an employee shall:

- 1) have completed ten (10) years service with the City of North Tonawanda, and
- 2) said termination shall not be for just cause.

### 9.3 Qualifications for Sick Leave

9.3.1 To be granted sick leave with pay, an employee shall meet each of the qualifications set forth in this section 9.3.

9.3.2 An employee shall apply for sick leave pay on the Sick Leave Application form set forth in Appendix C of this Agreement for each period of sick leave of one day. An additional sick leave application shall be required for each period of absence exceeding an initial absence of five (5) days. All information required by this form shall be accurately supplied by the employee. If, by reason of his illness or injury, an employee is unable to submit the form, it may be submitted by:

- (a) the employee's spouse, parent, or an adult resident in the employee's home, or
- (b) an officer or employee of the Employer (designated by the Employer for this purpose) based on information supplied by the employee's attending physician.

9.3.3 An employee shall have accumulated sick leave credits which equal or exceed the number of days for which sick leave pay has been requested, except as provided through use of the sick leave days granted the employee from the sick leave bank.

9.3.4 An employee shall have given notice of his absence because of sickness to his Office as soon as practicable after the Office opens on the first day of absence for which sick leave pay is requested, or the employee shall have had someone give such notice for him if it is not reasonably practicable for him to give such notice, provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.

9.3.5 An employee shall have furnished a medical certificate:

- (a) for an absence which exceeds five (5) consecutive working days,

- (b) for an absence of one (1) or more days up to five (5) days, if the Mayor believes an abuse of the basic purpose of sick leave, as set down in §9.1.1 has taken or is taking place. This requirement not to be used on a discriminatory basis.

In cases of absence which exceed two consecutive weeks, an employee shall furnish an additional certificate covering each two week period (or portion thereof) beyond the first two weeks.

- (c) Sick leave shall apply to absence due to illness of an employee's immediate family residing in his household. For the purposes of this section, "immediate family" shall be limited to the employee's spouse and children or persons occupying the positions of same. The amount of sick leave for this purpose is limited to seven (7) working days per calendar year. If required, the medical certificate must briefly describe the nature of the illness or injury of the employee's family member in question.

9.3.6 To meet the requirements of paragraph 9.3.5, a medical certificate shall:

- (a) be signed by a person licensed to practice medicine in New York State,
- (b) describe briefly the nature of the illness or injury which resulted in the employee's absence,
- (c) state the date or dates on which the person signing the certificate treated the employee for the illness or injury which resulted in the employee's absence, and
- (d) state at what time the employee will be fit to resume the duties of his position.

A form for use as a medical certificate is attached hereto and incorporated herein by reference as Appendix D.

9.3.7 An employee serving in a provisional capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 9.2.1 of this Agreement and shall be granted sick leave with pay for any such credits earned after the eighth (8<sup>th</sup>) week of his provisional appointment.

9.3.8 Sick leave credits shall be used only in units of one (1) or one-half (1/2) days off. The smallest permissible unit of use shall be one-half (1/2) of a day.

#### 9.4 Disqualification for Sick Leave

9.4.1 Repeated absence because of non-occupational illness or injury which seriously affects the efficient performance of the duties assigned to the employee's position may result in the following:

- (a) discipline or discharge of the employee, subject to applicable provisions of the Civil Service Law, if any.

9.4.2 If an employee engages in gainful employment while on sick leave he:

- (a) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- (b) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

9.4.3 If an employee falsifies his "Sick Leave Application" form, or if he furnished, causes to be furnished, or acquiesces in the furnishing of false information for his "Sick Leave Application" form or a medical certificate, he:

- (a) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- (b) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

9.4.4 An employee serving in a probationary capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 9.21 of this Agreement and shall be entitled to sick leave with pay for any such credits earned after completion of eight (8) weeks of employment.

## 9.5 Sick Leave Bank

9.5.1 The purpose of the sick leave bank (hereinafter referred to as bank) is to provide a qualified employee with additional protection against loss of pay which the qualified employee would otherwise incur because of absence from his position by reason of extended injury or extended illness other than an occupational injury or disease.

It is not the purpose of the sick leave bank to allow employees to extend their period of employment immediately prior to their eminent retirement. In evaluating an employee's application, consideration shall be given as to whether or not there is a likelihood of the employee retiring within the immediate future, and this shall be among the factors to be considered in accepting or rejecting an employee's application.

9.5.2 Upon completion of his initial probationary period of employment, each employee shall be an employee participating in the sick leave bank program.

A qualified employee, is an employee who is a member of the bargaining unit and who has met the following requirements:

- (a) has been ill or injured, other than by reason of an occupational illness, injury or disease, for at least five (5) working days after the requirement of 9.5.2 b) has been met, however funding shall begin upon exhaustion of days listed in paragraph (b), and



- (b) has exhausted all accumulated sick leave time, personal leave, accrued holidays, and vacation time as of the date of the application, and
- (c) has furnished a medical certificate evidencing his injury or illness for which application is being made pursuant to paragraphs 9.3.5 and 9.3.6, and conforming with Appendix "D".

9.5.3 The bank shall be funded initially with each participating employee contributing one day of his accumulated sick leave to the sick leave bank, and the City contributing thereto, two days for each one day contributed by each participating employee of the bargaining unit.

9.5.4 Subsequent to this initial funding, as an employee of the bargaining unit becomes a participant in the sick leave bank program pursuant to paragraph 9.5.2 hereof, the City shall contribute one (1) day to the sick leave bank for each one (1) day contributed thereto by each participating employee of the bargaining unit. Sick days which employees would have earned had they not already have accumulated 180 sick days shall be credited to the sick bank without any matching.

Should the bank's level of sick days ever be reduced to thirty (30) days or less, refunding of the bank shall take place as follows:

Written notice shall be posted that refunding is called for and shall take place. Each participating employee shall contribute one day of accumulated sick leave to the said bank by executing a document stating his intention to do so. The City shall contribute one day to the sick leave bank for each one day contributed thereto by each participating employee of the bargaining unit.

9.5.5 Use of the bank shall be determined by an administrative committee after application has been made by a qualified employee. Applications shall be made on the attached form (Appendix E) which is hereby incorporated into this Agreement. Use of the bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of 175 sick leave days from the bank on each incident involving illness or injury as described in paragraph 9.5.1.

9.5.6 An administering committee shall be a standing committee composed of three members: one member shall be appointed by the Union, and the other two members shall be the Collective Negotiating Committee Chairman and the City Attorney.

- (a) The Adminstrating Committee shall make its determinations, rulings and decisions by a majority vote.
- (b) The Adminstrating Committee may require, by a majority vote, an examination by the City physician, or other physician to be used in their consideration of the qualified employee's application or continued use of the bank. The arrangements shall be made by the Committee for the appointment. Payment for such examination shall be made by the City.

In the event such qualified employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article and his application shall be deemed withdrawn.

- (c) The Administrating Committee shall have the power, authority and responsibility to review an accepted applicant's use of the bank and may require physicals at intervals if a use of the bank continues longer than twenty (20) working days.

9.5.7 The City shall provide a list of sick time for each qualified employee for use by the Administrating Committee, as requested.

## 10. Leaves of Absence

### 10.1 Leaves of Absence with Pay

10.1.1 The Employer shall grant leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workmens' Compensation Law, provided:

- (a) The employer shall grant a leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workers' Compensation Law for a period of sixty (60) working days from the first day of absence.
- (b) So much of the compensation award granted by the Worker's Compensation Board for such injury or disease as represents compensation for loss of time during the period of such leave shall be turned over to the employer. Lump sum payments for injury or disease shall be retained by the employee.
- (c) After exhaustion of the sixty (60) working day leave as granted above, an employee may then continue to use his own personal sick leave or elect to receive normal coverage provided by the Insurance Carrier of the Employer.
- (d) To be eligible for paid leave for the first sixty (60) days of a compensable illness or injury under section 10.1.1 of the agreement, the employee must cooperate with the City regarding Worker's Compensation and with the case management personnel.

10.1.2 The Employer shall grant leave of absence without loss of pay to an employee if there has been a death in the employee's, immediate family, provided:

- (a) As used in this paragraph, "immediate family" includes only spouse, child, step-child, parent, grandparent, grandchild, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law and a person occupying the position of a

parent or spouse, of the employee or his spouse.

- (b) The employee attends the funeral; and
- (c) Only the employee's regularly scheduled working days which are within four (4) calendar days of the funeral shall be granted as days of leave and not more than five (5) regularly scheduled working days shall be granted as days of leave for each death in the employee's immediate family.

10.1.3 Maternity leave shall be granted employees as provided in section 22.1, Chapter 2 of the attendance rules of the New York State Civil Service Law, and any amendments thereto. This section reads as follows:

§22.1 Leave of absence; duration

a) A permanent employee, or an employee holding a position by permanent or temporary appointment, who requests leave because of pregnancy or childbirth, may, in the discretion of the appointing authority, be granted a leave of absence, without pay, for a period not exceeding two years. Such leave may be extended beyond two years, for periods aggregating not in excess of an additional two years, only with the approval of the Civil Service Commission. In an exceptional case, a further extension may be permitted by the commission for good cause shown and where the interest of the government would be served. For the purpose of this Part, time spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

(b) This section shall not be construed to require the extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation.

10.1.4 On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court, or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this paragraph shall not apply to any absence by an employee caused by [such appearance if he is a party. Jury duty and witness fees shall be offset against such pay. Such fees shall not include food, lodging, travel or mileage allowances. The employee shall furnish a written statement showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day.

10.1.5 Pursuant to Military Law, Section 242, the employer shall grant leave of absence to an employee who is ordered to perform military duty in the service of the United States and such duty shall be performed for a period or periods not exceeding a total of thirty (30) days in any one calendar year. Such employee shall be paid his salary or other compensation as such for any and all periods of absence while engaged in the performance of such ordered military duty and while going to and returning from such duty not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence.

10.1.6 The Employer shall grant leave of absence without loss of pay to an employee designated by the

Union to attend local, state or interstate conferences or conventions sponsored by organizations with which the Union is affiliated, provided:

- (a) No more than three (3) employees are on leave for this purpose at the same time;
- (b) Not later than five (5) calendar days in advance of the first day of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of their requested leave, and the specific purpose of the requested leave; and
- (c) Not more than a total of twelve (12) days of leave (whether granted to one employee or more than one employee) for this purpose shall be granted during any year of this Agreement. Such leave may be taken in units of 1 day or days or in one-half day units.
- (d) A written request by the employees or OPEIU shall be submitted to the employer on the form shown in Appendix F, hereby incorporated by reference.

## 11. Benefits

### 11.1 Insurance

11.1.1 The Employer shall provide and pay for a life insurance policy for each employee as follows:

- (a) The Employer shall provide and pay for a life insurance policy for each employee with a death benefit of \$75,000.
- (b) The City shall pay life insurance coverage for twelve (12) months when on leave of absence without pay, for health related causes only.
- (c) The City shall provide and pay for a ten thousand (\$10,000) dollar life insurance policy for retired members.

11.1.2 a) The City shall provide for the following health insurance program:

- (1) Community Blue Advantage – Secured Plan with five dollar (\$5.00) co-pay, if available, and no contraceptives.
  - (2) The parties agree that the employer shall have the right to select an alternate insurer to provide equal or better coverage, but only with the proper consent of the OPEIU.
- b) Employees entering the bargaining unit after 09/16/02 shall contribute by way of payroll deduction twenty-five percent (25%) of the monthly premiums for the health insurance program with the City contributing the remaining seventy-five percent (75%) of the monthly premiums.

11.1.3 (a) Medical insurance for retirees pursuant to the following plan:

The Employer will permit any employee who is a member of the hospital and medical plan provided herein at the time of their retirement to retain membership in said plan and retain the \$5.00 co-pay drug prescription plan after retirement, with the City paying a percentage of the full cost thereof based upon the retiree's years of service with the City as provided for in the following schedule:

Years of Service At Retirement Date	Percentage of Premiums Paid by City
5 but less than 15	50%
15 but less than 20	75%
20 or more	100%

(a) If the retiree resides out of the area of the HMO coverage, the City will pay directly to the carrier of the retiree's choice a sum equal to the amount that he or she would be paid had they still resided in the area of said HMO coverage.

(b) Should a retiree obtain alternate coverage equal to the coverage provided by the City or be covered by coverage his/her spouse may acquire, he shall no longer be eligible for coverage under the City Plan, as stated in the above. Should the retiree lose such alternate coverage, he shall be automatically reinstated to the plan as provided for in this section.

(c) Upon death of a retiree, the retiree's spouse may retain membership in the City's Group Plan with the cost of a single plan under the HMO being paid for in full by the City until the death of the spouse.

(d) The Employer, should any employee die while an employee, shall continue to provide his family with Community Blue Advantage hospital and medical insurance coverage for a period not to exceed twelve (12) months. This coverage shall be terminated at the end of the twelve (12) month period, upon the widow remarrying or should the widow become employed by an employer who provides Blue Cross, Independent Health, Community Blue or any other Health Maintenance Organization hospital and medical insurance policy equivalent in nature to that provided under this contract, whichever happens first.

(e) Retirees pursuant to this agreement shall be eligible for coverage as is presently maintained by the city and any additions or modifications made by the city in future contracts shall automatically apply to persons retiring pursuant to this agreement.

11.1.4 The employer shall provide and fully fund a Dental Service Insurance Plan through the Civil Service Employees Association Benefit Fund. The terms of such coverage shall be as provided in the CSEA Benefit Fund Plan, hereby incorporated by reference.

11.1.5 The employer shall provide an Optical Insurance Plan applicable to employee's spouses, and dependent children through the age of 21 years as follows:

a) The City shall tender an amount of four thousand dollars (\$4,000.00) each year to the OPEIU to be used toward the payment of optical bills as set forth herein. Any excess remaining in said account shall be applied toward the payment of optical bills as set forth herein, in future years pursuant to the continuing administration of this optical plan.

b) Administration of the plan shall take place the January following each year for the optical bills submitted for the prior calendar year. This means that for the last year of this contract this section shall remain in effect until the administration, during the January following of this part of the contract being known as the "Optical Self-Insurance Plan". The total administration of this plan shall be performed by OPEIU subject to the following conditions:

- 1) OPEIU shall establish an account for the sole purpose of receipt and disbursement of such funds for the purposes as set forth herein.
- 2) The City reserves and retains the right to audit and inspect any and all records pertaining to the receipt, disbursement and administration of such funds at their discretion upon reasonable notice during the duration of this plan.
- 3) OPEIU hereby waives the right to request further increases in the annual appropriation of four thousand dollars (\$4,000.00) until such time as any surplus in this fund has been totally depleted at the expiration of the term of this Agreement.
- 4) Should OPEIU and the Employer agree to discontinue this plan, any excess funds remaining in said special bank account shall be returned to the City for application to any successor optical insurance plan, the parties may mutually agree upon, if any, however, nothing herein shall obligate the parties to institute a successor plan without further negotiation. If no successor plan is negotiated, the funds shall be returned to the City.

c) Any bills covered under other insurance plans shall not be covered under this section.

d) All optical bills not under restrictions as listed below are to be submitted at one hundred percent (100%) from the stated bill.

e) Should the total bills of all covered employees and their dependents come to more than the amount in the account, then all the bills shall be paid on a pro-rata basis.

f) UNRESTRICTED CATEGORY: Unrestricted category of coverage shall be coverage for one eye examination per year and one pair of regular eye glasses or regular contacts per year. Eye examination not to exceed fifty dollars (\$50.00). Regular eyeglasses or regular contacts per year not to exceed one hundred fifty dollars (\$150.00). Should the bills of all covered employees and their dependents come to less than the amount of the account, then all bills not under restrictions shall be paid one hundred percent (100%). The following items under restriction shall be paid under a pro-rata basis, only if there is

an amount left in the account after all the optical bills of all covered employees have been paid one hundred percent (100%) not under restriction.

g) RESTRICTED CATEGORIES: OPIEU retains the right to lessen the restrictions or to adjust same as they see fit, after administration of the plan for the first year.

h) CATEGORIES: (1) Additional eye examinations over and above the first eye examination per year, (2) safety, glasses and/or sun glasses and/or second pairs of glasses or contact lenses for covered employees, their spouses and dependents.

## 11.2 Retirement

11.2.1 The plan provided under the New York State Employee's Retirement System for the retirement of employees shall be the career plan (Section 75g), and improved career retirement plan (75-I), with the following additional benefits; Sections 41-j, 41-k, and 60-b of the Retirement and Social Security Law and Section 243 of the Military Law for all employees covered under this Agreement. The plan provided under the New York State Employee's Retirement System for the retirement of the Fire Chief shall be Section 384-E with additional 1/60<sup>th</sup> and 302-9 (D) and 341-J benefits.

## 11.3 Longevity

11.3.1 Longevity shall be paid to all employees on the basis of the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF LONGEVITY PAYMENT</u>
More than 7, but less than 10 years	\$700
More than 10, but less than 15 years	\$850
More than 15, but less than 20 years	\$1,000
More than 20 years	\$1,250

Payment of longevity shall be made in one lump sum and shall be paid to the employee at the first pay period in December of each year. Any employee who will have completed required longevity service on or before December 31<sup>st</sup> of any year shall be entitled to the longevity payment as though such period of service had been completed by the first pay period in December. In determining who shall be eligible for longevity at the establishment of the longevity program, all employees covered by this Agreement shall be credited with the total years of service to the City of North Tonawanda continuous and non-continuous combined. Any employee hereafter entering the employ of the City shall accrue longevity only for continuous service to the City of North Tonawanda. Any employee hereafter leaving the service of the City on a lay-off, leave of absence, or because of employment connected disability for a period not exceeding one (1) year shall be considered as having continuous service when such employee returns to the employ of the City except that such period of leave shall not be counted as part of the total service

period. Any employee entering the military service for any period of time and returning to the employ of the City shall be considered as having continuous service when such employee returns to the employ of the City except his actual military service shall not be counted as part of the total service period.

To qualify for longevity payment in the year the employee leaves the City services, the employee shall be actively employed on the anniversary of his initial employment date. Unused sick days cannot be used to extend service time to the employee's longevity pay for the purposes of receiving longevity payment.

#### 11.4 Waiver of Medical Insurance

11.4.1 Definitions – the following terms as used in this Article shall have the indicated meaning.

- (a) "Medical Insurance" – shall be defined as to mean Blue Cross coverage and for any other medical coverage through a health maintenance organization such as Independent Health.
- (b) "Cost of Coverage" – shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee and/or his family if family coverage is provided.
- (c) "Employee" – shall be defined, for purposes of this Article, Article 11.4 Waiver of Medical Insurance, as follows:

An eligible employee shall be an employee who is eligible for and actually has procured through his or her spouse medical insurance as herein defined. Said employee shall be required to furnish proof of coverage through his spouse's plan, if requested by the employer.

11.4.2 Employees wishing to waive the cost of medical coverage would be eligible to receive one-half ( $\frac{1}{2}$ ) of the cost of this coverage, or one thousand nine hundred twenty-five dollars (\$1,925.00), whichever is lower, for the period of January 1 through December 31 in their paycheck on the first pay day in December, as a modification to wages (subject to taxes). This amount, one-half ( $\frac{1}{2}$ ) of the cost of coverage or one thousand nine hundred twenty-five dollars (\$1,925.00) whichever is lower, would be pro-rated over a year when an employee is hired or terminated, or requires the immediate reinstitution of coverage due; to the hiring or termination of their spouse, dependent upon the number of months actually waived. For purposes of this section, the figure of \$1,925.00 calculates out to \$160.42 per month, which shall be the maximum amount due for each month of waived coverage.

11.4.3 Any employee desiring to waive this coverage shall be required to sign the attached from Appendix H by December 1<sup>st</sup> of the preceding year for the succeeding calendar year January 1<sup>st</sup> through December 31<sup>st</sup> of each and every year. Any employee who waives said coverage and then desires to reinstitute coverage shall, have to sign the Waiver of Cash Payment and submit same by December 1<sup>st</sup> to reinstitute coverage January 1<sup>st</sup>. Any employee who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage, shall be eligible to reinstitute same pursuant to the adopted policy and procedure of the medical insurer.



## 11.5 Deferred Compensation

11.5.1 Effective January 1, 1999, employees are eligible for and may participate in the State approved deferred compensation plan adopted by the City pursuant to Section 457 of the Internal Revenue Code.

## 11.6 Cafeteria Plan

11.6.1 Effective January 1, 1999, employees are eligible for and may participate in the "Cafeteria Plan" adopted pursuant to Section 125 of the Internal Revenue Code, that is offered the City.

## 11.7 Direct Deposit

11.7.1 Effective January 1, 1999, employees are eligible for and may participate in a payroll direct deposit bank plan, available to City employees.

## 11.8 Employee Assistance Program

11.8.1 On occasion, everyone has personal problems. Usually these problems are resolved with the support of relatives and close friends. But sometimes, you or members of your family may find that you would benefit from the assistance of a trained counselor. It is for this reason that the City herein provides an Employee Assistance Program (EAP) to employees and family members who may need help with personal or behavioral problems.

### 11.8.2 Provisions:

- 1) Eligibility. This EAP is available to employees and their household members.
- 2) Benefits. Through this program, confidential advice and short term counseling are provided for eligible employees and members of an employee's family who request it, or for an employee who is referred by his/her supervisor. Common problems addressed through counseling include alcoholism, drug abuse, financial difficulties, family tensions and conflicts with co-workers. The privacy of employees and their family members is protected at all times. The City is not informed when anyone seeks assistance, unless the individual so requests.
- 3) Costs. The cost of the Employee Assistance Program is fully paid by the City. Employees are responsible for the costs of long term help. However, in many cases, the cost for long term help is covered by the City's group health insurance program.

## 12. Drug Free Work Place

12.1 OPEIU agrees its members may be required to submit to medically accepted random testing to determine whether he/she is using a controlled substance in violation of federal or state law. OPEIU further agrees its members may be required to submit to medically accepted breath alcohol testing when there is reasonable suspicion that its member(s) is using or is impaired through the use of alcohol unlawfully during work hours.

12.2 OPEIU supports the adoption and implementation by the City of a Drug Free Work Place Policy that is in conformance with the Federal Drug-Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991 and the guidelines of the New York State Office of Alcoholism and Substance Abuse Services.

12.3 Inasmuch as compliance testing is only one parameter of a Drug Free Work Place Program, testing will not be instituted until such time as the City has reduced its Drug Free Work Place Policy to writing and adopted and implemented it.

## 13. Miscellaneous

13.1.1 The present practice with regard to starting and quitting times, lunch periods and rest periods may not be change except after consultation between the employer and OPEIU. Should the employer wish to institute a change in the present practice with regard to same, the employer is obligated to give two weeks written notice before said change, and to schedule a meeting within one week with the union negotiating committee, or representative of the union, and as the result of said consultation meeting, the employer shall then give one week written notice to the union prior to the first date upon which said change becomes effective.

13.1.2 Each employee shall have the right to be actively involved in the interviewing and selecting of personnel to be placed under his/her supervision.

### 13.2 Provision of Adequate Transportation for Employees

13.2.1 An employee shall be provided with adequate vehicular transportation in order to perform his/her duties.

13.2.2 An employee who performs work beyond the normal workday shall be provided with the option of having a City vehicle assigned to him/her that can be taken home with him/her or of being compensated for use of his/her personal vehicle at the rate set by the Internal Revenue Service.

13.2.3 An employee during the normal workday shall be provided with a City vehicle to perform his/her duties. If a vehicle is not conveniently available, he/she shall use his/her personal vehicle and be

compensated at the rate set by the Internal Revenue Service.

### 13.3 Personnel Records

13.3.1 Personnel Records. All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the City Attorney's Office and the Personnel Department of the City of North Tonawanda. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, and any and all actions that have taken place during his employment with the City of North Tonawanda. An authorized union representative or representatives authorized by the individual employee and with his written permission shall be allowed to review an employee's personnel file, in the filing and/or processing of a specific grievance. A copy of any document dealing with discipline or job evaluation shall be forwarded to the employee concerned within ten (10) workdays of its being placed in or released from said employee's personnel file.

13.3.2 Ordinarily any reprimand that is ninety (90) days old will not be used against an employee for disciplinary purposes, however, such reprimands may be referred to in order to indicate a pattern of poor employee performance.

### 14. Education Policy

14.1.1 There is hereby established an Education Committee consisting of the following members: the City Attorney and a Union Representative or the applicant himself.

14.1.2 Such committee shall review any such course or courses for which an applying employee shall seek tuition reimbursement from the City. Application shall be made on the attached Appendix I, hereby incorporated by reference. Photocopies of receipts for books and tuition, proof of successful completion and of the employee's duty statement shall accompany such form. Where it shall also be necessary and available, brief course descriptions submitted. Such committee shall decide on whether or not such lessons or courses will lead to job proficiency.

14.1.3 Upon an applying employee's request and prior approval by the Common Council, members of the Union attending duly recognized courses in college or technical schools leading to proficiency in the performance of their duties, in the judgment of the education committee, shall upon successful completion of such: course or courses, be reimbursed by the City of North Tonawanda for any sums advanced by such employee for tuition and books required for the completion of such course.

14.1.4 Reimbursement shall be proper only for individual courses which are found by the committee to increase job proficiency. Reimbursement shall be only for such individual courses and not for an entire degree program.

14.1.5 The City shall provide books, tuition, and fees to any employee taking courses required to maintain their licenses, provided such licenses are necessary to maintain city employment. If courses are available only during normal working hours, the employee shall be allowed to attend said courses without

loss of pay.

14.1.6 In those departments having established mandatory training programs, attendance at same by employees requiring said training is mandatory regardless of the fact that said training is offered at times when the employee is not otherwise required to be, at work due to the fact that he works a different shift. Employees attending said mandatory training sessions shall be credited with compensatory time which shall be used within the calendar year it is accrued.

14.1.7 Upon approval by the employer, the employee may be granted leave without loss of pay to attend professional meetings, conferences and workshops. Expenses incurred while in attendance shall be paid by the employer.

## 14.2 PROFESSIONAL IMPROVEMENT PROGRAM

### 14.2.1 Purpose and Use

- (a) A program for the purpose of providing opportunities for professional self-improvement shall be offered by the Employer. It is intended that such a program will result in increasing the individual's value as an employee in the City.
- (b) Employees shall have an opportunity to participate in a professional improvement program. This program shall involve short-term activities that have a direct relationship to upgrading and improving the skills of the employees in their current employment capacities. Such activities may be related to but, not limited to the following areas:

Workshops, conferences, visitations, independent study and/or research program development and/or purchase of materials and other professional activities beneficial to the employee.

### 14.2.2 Application

- (a) Time for Submission: Applications for Professional Improvement activities shall be submitted sixty days prior to the initiation of an activity or less under extenuating circumstances.
- (b) Application to the Common Council: Applications shall be made in writing directly to the Common Council President and shall give detailed information regarding the activity and the direct relationship it will have to upgrading or improving the skills of the employee in their current employment capacity.

### 14.2.3 Review and Selection

- (a) P.I.P. Committee: A Professional Improvement Program Committee consisting of the Common Council President and two OPEIU employees shall review all applications.

granted the opportunity of accumulating his/her hours worked in excess of the normal thirty-five (35) or forty (40) hour workweek up to a maximum of 100 hours. Such time may be taken off from work on a one hour for one hour basis with pay at the discretion of the Department Head. Any such remainder of accumulated time shall be paid as cash value at time of separation from the employer.

16. Labor/Management Committee

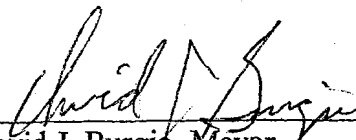
16.1.1 Both parties agree to a labor/management committee for reviewing an improving cooperative working arrangements between the parties. This committee shall meet a minimum of twice per year unless mutually agreed to otherwise and may establish sub-committees as it deems necessary. Both parties further agree that this committee shall meet to review and give recommendations to their respective parties on the subject of upgrading certain positions within the bargaining unit. These recommendations shall be given within one year of the execution of the contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names

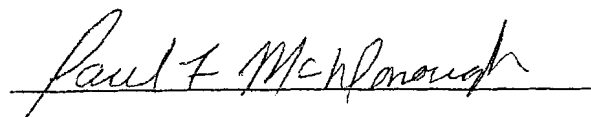
this 16<sup>th</sup> day of September, 2002.

SEAL

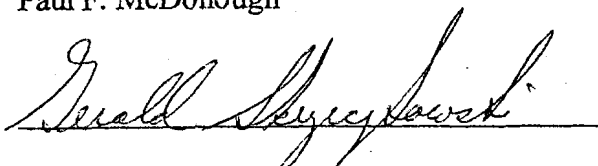
FOR THE CITY OF NORTH TONAWANDA

  
\_\_\_\_\_  
David J. Burgio, Mayor  
City of North Tonawanda

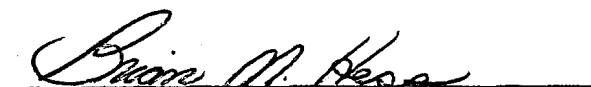
FOR THE CITY OF NORTH TONAWANDA  
UNIT, OPEIU LOCAL 212

  
\_\_\_\_\_  
Paul F. McDonough

Unit President  
Paul F. McDonough

  
\_\_\_\_\_  
Gerald Skrzeczkowski

Chairperson of the Negotiating Committee  
Brian M. Hess

  
\_\_\_\_\_  
Brian M. Hess

Gerald Skrzeczkowski  
Vice President  
Office & Professional Employees International Union,  
Local 212



APPENDIX A  
CITY OF NORTH TONAWANDA  
OPEIU GRIEVANCE FORM  
Section 3.3.5

OPEIU Grievance No. \_\_\_\_\_

Contract clause or clauses violated \_\_\_\_\_

Details of grievance - Date \_\_\_\_\_ Time \_\_\_\_\_

Place \_\_\_\_\_

People Involved \_\_\_\_\_

Details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Requested \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Dept. \_\_\_\_\_ Title \_\_\_\_\_

Steward \_\_\_\_\_ Date \_\_\_\_\_

-----

Step 1B Disposition First Hearing Date \_\_\_\_\_ Final Hearing Date \_\_\_\_\_

Grievance Committee Disposition \_\_\_\_\_

\_\_\_\_\_

City Representative \_\_\_\_\_

Union Disposition \_\_\_\_\_

Union Representative \_\_\_\_\_

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Arbitration Requested by \_\_\_\_\_ Request Date \_\_\_\_\_





APPENDIX B  
OPEIU Job Posting Form  
Section 5.4.1

Date Delivered to UNION \_\_\_\_\_

1. Posting Dates – From \_\_\_\_\_ To \_\_\_\_\_  
(At least 2 days after Date Delivered to Union) (At least 5 working days after first posting date)
2. Job Classification Title \_\_\_\_\_
3. Pay Range – From \_\_\_\_\_/yr. To \_\_\_\_\_/yr.
4. Minimum Qualifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Deadline for submitting applications \_\_\_\_/\_\_\_\_/\_\_\_\_ : \_\_\_\_ ☐ am ☐ pm  
Date Time
6. Location for submitting applications \_\_\_\_\_



APPENDIX C  
OPEIU SICK LEAVE APPLICATION  
Section 9.3.2

Employee's Name \_\_\_\_\_

Department \_\_\_\_\_

List days of absence \_\_\_\_\_  
\_\_\_\_\_

Briefly describe nature of illness \_\_\_\_\_  
\_\_\_\_\_

Is medical certificate attached? \_\_\_\_\_ yes \_\_\_\_\_ no

Application completed by (check one) :

\_\_\_\_\_ Employee

\_\_\_\_\_ Employee's spouse, parent or resident adult

\_\_\_\_\_ Authorized City Officer/Employee

Signature of person filling out application:  
\_\_\_\_\_

Name of person filling out application \_\_\_\_\_  
(please print)

Date application submitted \_\_\_\_\_



APPENDIX D  
OPEIU MEDICAL CERTIFICATE  
SECTION 9.3.6

Employee's Name: \_\_\_\_\_

Employee's Department: \_\_\_\_\_

Brief Description of the Nature of the Employee's Illness or Injury

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates on which this employee was treated or examined: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Probable date on which employee will be fit to resume duties of his position:

\_\_\_\_\_

(Please print or type information below)

\_\_\_\_\_  
Signature of M.D.

Name of Doctor: \_\_\_\_\_

Address of Doctor: \_\_\_\_\_

\_\_\_\_\_

Phone number of Doctor: \_\_\_\_\_



APPENDIX E  
OPEIU SICK LEAVE BANK APPLICATION  
SECTION 9.5.5

1. Employee's Name: \_\_\_\_\_  
Employee's Department: \_\_\_\_\_
2. List number of days for which application is presently being made \_\_\_\_\_
3. Briefly describe nature of illness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that pursuant to Section 9.5.2 of the Collective Bargaining Agreement that an applicant shall meet the qualifications contained therein and shall submit a medical certificate with this application.

Signature of person who filled out this application: \_\_\_\_\_

Check one      \_\_\_\_\_ Employee  
                                 \_\_\_\_\_ Employee's spouse, parent or resident adult  
                                 \_\_\_\_\_ Authorized City Officer or Employee

Date application submitted: \_\_\_\_\_

Administrative Committee's Determination:

This application approved for \_\_\_\_\_ days

\_\_\_\_\_ This application is disapproved.

starting on \_\_\_\_\_ and extending until \_\_\_\_\_.

On or before this second date, applicant shall reapply for further sick leave from the bank.

\_\_\_\_\_  
Union Member

\_\_\_\_\_  
Chairman, Collective Negotiating Committee

\_\_\_\_\_  
City Attorney



100  
100

100

(

APPENDIX F  
OPEIU REQUEST FOR UNION LEAVE WITH PAY  
Section 10.1.6

Employee's Name: \_\_\_\_\_

Employee's Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Date (s) of Leave Requested: \_\_\_\_\_

\_\_\_\_\_

Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Submitted: \_\_\_\_\_

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
City Attorney Approval

\_\_\_\_\_  
Date



APPENDIX G  
OPEIU COMMUNITY BLUE ADVANTAGE (\$5.00 CO-PAY) RETIREMENT  
Section 11.1.3

Name of Employee: \_\_\_\_\_

Department: \_\_\_\_\_

Total years of employment: Years \_\_\_\_\_ Months \_\_\_\_\_

Percentage of health insurance premiums to be paid by employee: \_\_\_\_\_ %

Percentage of health insurance premiums to be paid by city: \_\_\_\_\_ %

We acknowledge the above figures and calculations have been compiled from all records available from the past, and present, and are true and correct according to such records that were available to compile this report for the above-named employee.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed



APPENDIX H  
OPEIU WAIVER OF MEDICAL INSURANCE BENEFITS  
Section 11.4.3

1) I \_\_\_\_\_ within one of the OPEIU employees, or am entitled to hospitalization coverage as the result of City employment.

2) I \_\_\_\_\_ hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the OPEIU and the City of North Tonawanda with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment equivalent to one-half (1/2) of the cost of the coverage as defined in Section 11.4.2.

3) I realize that should I require coverage at a later date I can again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by December 1st of any year for the succeeding year) the form Appendix I.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's signature

STATE OF NEW YORK            )  
COUNTY OF NIAGARA         )  
CITY OF NORTH TONAWANDA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

\_\_\_\_\_  
Notary Public

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

MEDICAL INSURANCE ID NUMBER: \_\_\_\_\_



APPENDIX I

OPEIU WAIVER OF CASH PAYMENT IN LIEU OF MEDICAL COVERAGE

Section 11.4.3

1) I \_\_\_\_\_ am an employee of the City of North Tonawanda and within the OPEIU union, or am entitled to hospitalization coverage as the result of city employment.

2) I have previously waived my coverage for medical insurances pursuant to contractual provisions and now find it necessary to reinstitute coverage.

3) Therefore I hereby agree to waive my right to a cash payment for one-half (1/2) of the health care coverage as indicated in the collective bargaining agreement and direct the city to reinstitute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

STATE OF NEW YORK            )  
COUNTY OF NIAGARA        )  
CITY OF NORTH TONAWANDA)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, personally appeared to me known and known by me to be the person who signed above form and he or she signed same or acknowledged his or her signature before me.

\_\_\_\_\_  
Notary Public

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

MEDICAL INSURANCE ID NUMBER: \_\_\_\_\_



